

CERTIFICATE OF TRUST AGREEMENT

Pursuant to M.C.A. § 91-9-7 (Supp. 1993), notice is hereby given as follows:

- a) The name of the trust: Wolfe Family Trust
- b) The street and mailing address of the office, and the name and street and mailing address of the trustee:

Jon C. Wolfe & Cynthia S. Wolfe
10300 Rocky Mesa Court
Las Vegas, NV 89144

Jon C. Wolfe & Cynthia S. Wolfe, Trustee
10300 Rocky Mesa Court
Las Vegas, NV 89144

- c) The name and street and mailing address of the grantor:

Jon C. Wolfe & Cynthia S. Wolfe
10300 Rocky Mesa Court
Las Vegas, NV 89144

- d) A legally sufficient description of all interest in real property owned or conveyed to the trust:

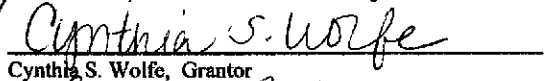
Lot 423, Section E, Carriage Hills Subdivision, in Section 23, Township 1 South, Range 8 West, as per plat recorded in Plat Book 4, Page 17 in the office of the Chancery Clerk of DeSoto County, Mississippi.

- e) The anticipated date of termination of the trust: upon the deaths of Jon C. Wolfe and Cynthia S. Wolfe

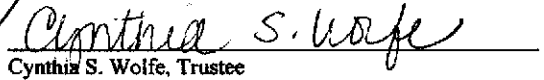
- f) The general powers granted to the trustee: are set forth on Exhibit A attached hereto and incorporated herein by reference

Executed this the 23 day of November, 2010.


Jon C. Wolfe, Grantor


Cynthia S. Wolfe, Grantor


Jon C. Wolfe, Trustee


Cynthia S. Wolfe, Trustee

Return to:
First National Title, LLC
6880 Cobblestone Blvd, Suite 2
Southaven, MS 38672
(662) 892-6536
File# S 17836

State of Mississippi
County of DeSoto

23 Personally appeared before me, the undersigned authority in and for the said county and state, on this day of November, 2010, within my jurisdiction, the within named Jon C. Wolfe and Cynthia S. Wolfe, who acknowledged that they the above and foregoing instrument.

Victoria L. Rigg
Notary Public

My commission expires:

September 20, 2011

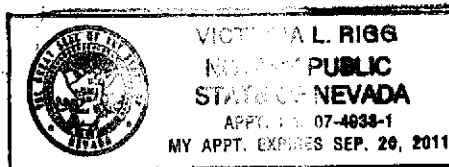
State of Mississippi
County of DeSoto

23 Personally appeared before me, the undersigned authority in and for the said county and state, on this day of November, 2010, within my jurisdiction, the within named Jon C. Wolfe and Cynthia S. Wolfe, who acknowledged that they are the Trustees of the Wolfe Family Trust and that in said representative capacity they executed the above and foregoing instrument, after first having been duly authorized so to do.

Victoria L. Rigg
Notary Public

My commission expires:

September 20, 2011



POWERS OF TRUSTEE(S).

(a) The Trustee shall have power to retain indefinitely assets received by the Trustee from either Trustor during life or as part of, or from, either Trustor's estate, as long as in the Trustee's judgment it is advisable to do so. However, this power shall not give the Trustee the right to withhold any required distributions to any beneficiary of this trust.

(b) The Trustee shall have power to carry on in the same form, to continue to hold indefinitely and to expand any trade, business or other enterprise, whether or not incorporated, which was carried on by either Trustor in such Trustor's lifetime, as long as in the fiduciary's judgment it is advisable to do so.

(c) The Trustee shall have the power to vote, in person or by proxy, any shares of stock, and to participate in or consent to any reorganization, dissolution, liquidation, merger, or other action affecting any such shares of stock of any corporation which has issued such shares of stock. The Trustee may also participate in the management of any closely-held corporation, and may serve as an officer or director. The Trustee may similarly hold and vote the membership interests or partnership interests of any limited-liability company or partnership held in trust.

(d) The Trustee shall have power to execute and deliver full or partial releases, by deed or otherwise, with respect to any conditional sale contract, mortgage, deed of trust, or security agreement, on real or personal property sold or held as security by either Trustor or by the Trustee, in exchange for full or part cash payment of sums remaining due, or for the purchaser's or debtor's note for the sum remaining due secured by security which in the fiduciary's judgment is adequate.

(e) The Trustee may borrow money for, or lend money at a reasonable rate of interest to any trust created herein, to be secured by the assets of the trust as against the beneficiaries, whenever in the fiduciary's judgment such a loan would protect such trust or would otherwise be in the best interests of the beneficiaries thereof. The Trustee may open and maintain safety deposit boxes in the name of the trust.

(f) The Trustee may invest and reinvest funds and other assets in such properties as persons of prudence, discretion and intelligence purchase for their own accounts, having regard not to speculation (except for original Trustees), but to the permanent disposition of their funds and considering the probable income as well as the probable safety of their capital, including, but not by way of limitation, stocks, bonds, securities, common trust funds, shares and obligations of the Trustee and shares and obligations of any affiliate, whether or not of the character otherwise permitted by law for the investment of funds of a Trustee.

(g) In the event all conditions precedent to final distribution of any trust created herein have been satisfied prior to completion of administration of Trustor's estate, the Trustee may distribute all of the assets, which would otherwise have been distributed through such trust, directly to the remainder beneficiaries without funding the trust.

(h) During the life of either Trustee, with such Trustor's consent, the Trustee shall be authorized to buy, sell and margin, and for such other purposes may open and maintain option and commodities accounts with brokers, and may pledge any securities held or purchased by them with such brokers as security for loans and advances made by the Trustee.

(i) The Trustee shall have full power and discretion to determine what is principal or income of a trust and apportion and allocate receipts and expenses between these accounts. The Trustee shall also have discretion in making distribution of the corpus of any trust estate for which such Trustee is responsible, to allocate assets, in cash or in kind, among the distributees, based upon values on the date or dates of distribution, except to the extent that any such allocation may conflict with other specific provisions or directions contained in this Trust Agreement. In making such allocations, the Trustee is specifically authorized to take into account the basis for gain or loss which each asset will carry in the hands of the distributee and the circumstances of the distributee with respect to the tax consequences of holding and disposing of the asset to the extent such circumstances are known to, or anticipated by, the Trustee.

(j) The Trustee may make payments hereunder directly to any beneficiary under disability, to the guardian of his or her person or estate, to any other persons deemed suitable by Trustee, or by direct payment of such beneficiary's expenses.

(k) The Trustee may employ agents, attorneys, brokers, and other employees, individual or corporate, and to pay them reasonable compensation.

(l) The Trustee may in his discretion, after giving thirty (30) days' written notice to all beneficiaries of a trust, terminate any trust created by this agreement when the assets of the trust are of such a value as to make administration of the trust impractical or imprudent for any reason, including the cost of administering the trust, filing tax returns, etc. The Trustee shall have the sole discretion to determine when a trust should be terminated.

(m) When more than one trust is created after the death of one or both Trustors, Trustee, in his sole discretion, may commingle for investment purposes only, the funds of one trust with the funds of one or more other trusts, provided that accurate records are kept on the property and earnings of each trust.

(n) For as long as either Trustor lives, Trustee shall comply with all written directions made by either Trustor with respect to the retention, sale, exchange or other acquisition, disposition, investment or reinvestment of any property of such Trustor held by Trustee. Trustee shall be immune from all liability by reason of complying with such written directions of such Trustor.

(o) Until the Trustee receives actual notice of any birth, marriage, death or other event upon which right to payment from this trust may depend, the Trustee shall incur no liability to persons who may have been affected by such event for disbursements made in good faith.

(p) The enumeration of certain powers of the Trustee shall not limit his general powers, subject always to the discharge of his fiduciary powers and being vested with and having all the rights, powers, and privileges which an absolute owner of the same property would have.

(q) The Trustees shall have the power to invest Trust assets in securities of every kind, including debt and equity securities, to buy and sell securities, to write covered securities options on recognized options exchanges, to buy-back covered securities options listed on such exchanges, to buy and sell listed securities options, individually and in combination, employing recognized investment techniques such as, but not limited to, spreads, straddles, and other documents, including margin and option agreements which may be required by securities brokerage firms in connection with the opening of accounts in which such option transactions will be effected.